



Whispering Oaks II
HOA · POOL · RECREATION CENTER

**Clubhouse, Workout Room and Pool Notice,
Acknowledgement, Waiver and Release**

*****THIS IS A LIABILITY WAIVER AND RELEASE OF CLAIMS*****

The clubhouse, including, but not limited to, the workout room and pool (hereinafter referred to as the "Facility") located in Whispering Oaks Phase II, Section III, Subdivision in an Indiana non-profit corporation (hereinafter referred to as the "Corporation"). The Facility is available for use, subject to certain limitations and restrictions, by residents of Whispering Oaks Subdivision (hereinafter referred to as "Subdivision") and their guests (as limited by applicable clubhouse, workout room, and pool rules) for meetings, gatherings, and parties, exercise and fitness training, and aquatic and poolside recreation (hereinafter referred to as the "Recreational Activities").

All Recreational Activities taking place at, in, on, or around the Facility are generally UNSUPERVISED by the Corporation but are nonetheless subject to rules now or hereafter be promulgated by the Corporation. **The Corporation does not intend in any way to ensure, guaranty, or warrant the safety, health or well-being of any resident of the Subdivision, guest of the same, or other user of the facility. On the contrary, EACH AND EVERY RESIDENT OF THE SUBDIVISION, GUEST OF THE SAME, OR OTHER USER OF THE FACILITY SHALL BE DEEMED TO USE THE FACILITY AT HIS/HER OWN RISK.**

The undersigned, as an adult resident of the Subdivision, desires to use the Facility and engage in the Recreational Activities for his/her personal benefit. Moreover, the undersigned may desire to extend the use of the Facility to one (1) or more minors in the undersigned's household or a limited number of guests not residing in the Subdivision (as limited by applicable clubhouse, workout room and pool rules). In consideration of the Corporation management of the Facility and facilitation of the use of the Facility and participation in the Recreational Activities on all future dates and at all times, the undersigned hereby expressly agrees as follows:

1. That participating in the Recreational Activities at the Facility is a participation sport and/or activity and the undersigned is fully aware of the risks and hazards involved in or arising from the participation in the Recreational Activities and the undersigned's attendant use of, or presence in, on, or at, the Facility. The undersigned hereby assumes, for himself/herself and nay and all minors in his/her household or guests using the Facility with or under his/her consent or authority, any and all risks involved in or arising from participation in the Recreational Activities and use of or presence in, on or at the Facility, including, without limitation, the risk of bodily injury resulting from participation in the Recreational Activities and/or the use or condition of the Facility, the loss or damage of personal property placed within the Facility, or the negligent or deliberate act of another person, wherever or however the same may occur.

Address _____

2. TO RELEASE THE CORPORATION, and any of their successors, members, affiliates, employees, and/or agents, including without limitation, the officers and members of the Board of the Corporation, and NOT TO SUE ANY OR ALL OF THEM on account of or in connection with, any claims, causes of action, injuries, damages, costs or expenses arising out of the participation in the Recreational Activities and/or use of or presence in, on, or at the Facility by the undersigned and/or any and all minors in his/her household or guests using the Facility with or under his/her consent or authority, whoever or however such claims, causes of action, injuries, damages, costs or expenses may occur, including but not limited to, those based on bodily injury or property damage, loss or theft, whether or not caused by the negligence or other fault of the Corporation, the Developer, and/or any of their successors, members, affiliates, employees, or agents; and

3. To follow and cause to be followed all rules and regulations of the Corporation regarding participation in the Recreational Activities and the use of the Facility (including, but not limited to, any and all rules specifically relating to the use of the clubhouse, workout room, pool and/or poolside) and the conduct of any person during such use. The Corporation reserves the right to change or modify said rules and regulations at any time, it being understood that participation in the Recreational Activities and/or use of the Facility by the undersigned and/or any and all minors in his/her household or guests using the Facility with or under his/her consent or authority is within the sole and absolute discretion of the Corporation. The Corporation reserves the right to prohibit the undersigned and/or any and all minors in his/her household or guests using the Facility with or under his/her consent or authority from participation in the Recreational Activities and from using the Facility in the event of a violation of any rules or regulations promulgated by the Corporation.

THE UNDERSIGNED HAS READ AND UNDERSTANDS THIS AGREEMENT. THE UNDERSIGNED UNDERSTANDS THAT BY MAKING AND SIGNING THIS AGREEMENT, THE UNDERSIGNED SURRENDERS VALUABLE RIGHTS, INCLUDING, BUT NOT LIMITED TO, THE UNDERSIGNED'S RIGHT TO SUE. THE UNDERSIGNED SIGNS THIS AGREEMENT FREELY AND VOLUNTARILY.

This Clubhouse, Workout Room, and Pool Notice, Acknowledgement, Waiver and Release must be signed by each adult resident of the Subdivision who: (a) uses the Facility; (b) has care, custody or control of any minor resident of the Subdivision who uses the Facility; and/or (c) invites any guest (whether an adult or minor) to use the Facility.

Resident Signature

Date

Resident Signature

Date

Resident Signature

Date

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